

RESOLUTION R-2020-95

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF WHEATON AND  
WHEATON PATROL CHAPTER #699  
METROPOLITAN ALLIANCE OF POLICE**

**WHEREAS**, the Metropolitan Alliance of Police is the collective bargaining representative for Wheaton's Police Patrol Officers; and

**WHEREAS**, the City of Wheaton and the Metropolitan Alliance of Police have negotiated a collective bargaining agreement; and

**WHEREAS**, the negotiating teams for the City of Wheaton and the Metropolitan Alliance of Police have recommended approval of a proposed labor contact to the union membership and the Wheaton City Council.

**WHEREAS**, the Metropolitan Alliance of Police Chapter 699 ratified said agreement on October 13, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and the Metropolitan Alliance of Police Chapter 699, said agreement dated May 1, 2020 through April 30, 2023 and which is attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 19<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
Philip Suess  
Mayor

Attest:

  
\_\_\_\_\_  
Sean Bennett-Hagan  
City Clerk

Ayes:

Roll Call Vote:  
Councilwoman Fitch  
Mayor Suess  
Councilwoman Robbins  
Councilman Rutledge  
Councilman Zaruba  
Councilman Barbier  
Councilwoman Bray-Parker

Nays:  
Absent:

None  
None

Motion Carried Unanimously

# **Exhibit 1**

**AGREEMENT**

***BETWEEN***

**CITY OF WHEATON**

***AND***

**METROPOLITAN ALLIANCE OF POLICE  
WHEATON POLICE #699**

**MAY 1, 2020 – APRIL 30, 2023**

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## PREAMBLE

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation (hereinafter referred to as the "EMPLOYER") and the Metropolitan Alliance of Police, Wheaton Police Chapter #699 (hereinafter referred to as the "CHAPTER"), pursuant to Illinois Labor Relation Board Petition S-RC-14-059, certified as representative on June 2, 2014.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Chapter representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant as follows:

## ARTICLE 1

### RECOGNITION

#### Section 1.1 – Recognition

The Employer hereby recognizes the Metropolitan Alliance of Police Wheaton Police Chapter #699 as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All full-time sworn peace officers of the rank of Patrolman, including those classified as Acting Shift Commanders and probationary peace officers. The position of Acting Shift Commander is also referred to as the Officer-In-Charge.

Positions excluded from the above-described bargaining unit shall include:

Chief of Police, Deputy Chief, Commanders, Confidential, supervisory, and managerial employees as Defined by the Act, and all other employees of the Employer.

### **Section 1.2 Probationary Period**

The probationary period shall be for a period of twelve (12) months following completion of certified police academy training. Time absent from duty or not served shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement except that the City may suspend or discharge a probationary officer without cause, and such officer shall have no recourse to the grievance procedure to contest such a suspension or discharge.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

#### **Section 2.1 – Non-discrimination**

Neither the City nor the Chapter shall discriminate against any employee in a manner which would violate any applicable law because of race, creed, color, national origin, age, gender, or sexual orientation. Violations of Article 2 shall not be subject to the grievance and arbitration provisions of this Agreement, and may be pursued in the court or administrative forum holding appropriate jurisdiction.

#### **Section 2.2 – Chapter Membership or Non-membership**

Neither the City nor the Chapter shall interfere with the rights of employees to become or refuse to become members of the Chapter, and there shall be no discrimination against any employee because of lawful Chapter membership or non-membership activity or status. The Chapter recognizes its responsibility as a bargaining agent and agrees to represent fairly all employees in the bargaining unit.

### **Section 2.3 – Remedy for Alleged Violation**

Employees asserting a violation of this Article of the contract may process their grievance up to but not including binding arbitration. Employees dissatisfied with the disposition of grievances under this Article may seek redress before the appropriate administrative agency or in the appropriate court.

## **ARTICLE 3**

### **DUES DEDUCTION**

#### **Section 3.1 – Dues Deduction**

Upon receipt of proper written authorization form from a Member, the Employer shall deduct each month's Union dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

#### **Section 3.2 – Membership and Fair Share**

Each employee who on the effective date of this Agreement is a member of the Chapter, and each employee who becomes a member of the Chapter after the effective date of this Agreement, shall be required to maintain his/her membership in good standing in the Chapter during the term of this Agreement. For the purpose hereof, "membership" shall mean the timely tender of periodic dues and fees uniformly required by the Chapter as a condition of acquiring and maintaining membership.

The Employer shall make monthly payroll deductions for regular dues and, if any, initiation fees for each member/employee covered by this Agreement upon receipt of a written and signed

authorization form. The amounts deducted shall be in accord with the schedule submitted to the City by the Chapter.

Bargaining unit employees who are not members of the Chapter shall, as a condition of employment, commencing thirty (30) days after employment or thirty (30) days after the effective date of this Agreement, be required to pay a fair share fee to the Chapter for collective bargaining and contract Administration rendered by the Chapter. Such fair share fee shall not exceed the full dues amount paid by members of the Chapter. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Chapter. The Chapter shall supply to the Employer a list of non-members and shall certify to the Employer the fair share amounts to be deducted. Fair share amounts shall not include any contributions related to the election or support of any candidate for political office.

The Chapter agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in Chicano Teachers Union v Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Accordingly, the Chapter agrees to the following:

- A. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- B. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share payers can object to the amount of the fair share fee.
- C. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Chapter with respect to fair share fee payers as set forth above, shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected employee and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

### **Section 3.3 – Indemnification**

Chapter #699 shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provision of this Article, or in reliance on any written check off authorization furnished under any such provisions provided that the City does not initiate or prosecute such a legal challenge.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### **Section 4.1 – Management Rights**

Except as specifically limited by the express written provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees both internally and externally to other police-related assignments or functions; to maintain a capable and efficient police force; to establish specialty positions and select personnel

to fill them; to establish work and productivity standards and from time-to-time to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require reasonable physical and mental fitness standards of employees; to establish performance standards for employees; to discipline, to suspend, and discharge employees for just cause in accordance with applicable law; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Mayor, the City Manager, Police Chief or their authorized designees; and to generally carry out the mission of the Police Department and City.

## **ARTICLE 5**

### **ENTIRE AGREEMENT**

#### **Section 5.1 – Entire Agreement**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the expressed terms of this Agreement. If a past practice is not addressed in this contract, it may be changed by the employer as provided in the Management Rights clause.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject

matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 6**

### **RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the applicable provisions of the Illinois Public Labor Relations Act, 5 ILCS.315/14 as amended from time to time.

## **ARTICLE 7**

### **SUBCONTRACTING**

The City agrees to provide thirty days notice to the Chapter prior to any subcontracting of bargaining unit work.

## **ARTICLE 8**

### **STRIKES PROHIBITED**

#### **Section 8.1**

During the term of this Agreement, neither the Chapter nor its agents or any police patrol officer for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, refusal to cross picket lines, strike, or any other interference with the work and statutory functions or obligations of the City. The City agrees that it will not lockout employees during the term of this Agreement as the result of any labor dispute.

#### **Section 8.2 – Notification Responsibility**

The Chapter agrees to notify all officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain

at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 of this Article to return to work.

### **Section 8.3 – Discipline**

The City may discharge, discipline and deduct pay or withhold other benefits of any police patrol officer who violates Section 1 and any employee who fails to carry out his/her responsibilities under Section 2, and the Chapter will not resort to the grievance procedure on such employees behalf.

### **Section 8.4 – Discipline for Violation of this Article 8**

The Chapter agrees that the City has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the police officers participating therein, and/or any, some, or all of the leaders of the Chapter who so participate, as the City may choose.

### **Section 8.5 – Obtaining Justice**

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

### **Section 8.6**

Any grievance filed under this Article is to be limited to the issue of whether the employee violated this Article.

## **ARTICLE 9**

### **LABOR MANAGEMENT CONFERENCES**

#### **Section 9.1 – Labor Management Conferences**

The Chapter and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Chapter

representatives and responsible administrative representatives of the Employer. Accordingly, the parties agree that such meetings will be held to discuss matters of mutual concern when mutually agreed upon and at such times as are mutually agreed upon. If mutually agreed times for a meeting occurs during the Chapter President's normal work hours, the Chapter President shall be permitted to attend without loss of pay.

If the Chapter President will not be in attendance, another designated Chapter official may attend in his place; and, if such meeting occurs during that designated official's work hours, he/she too shall be permitted to attend without loss of pay or benefits.

## **ARTICLE 10**

### **LAYOFFS**

The parties agree that layoffs of members of the bargaining unit will be determined in accordance with Illinois Municipal Code, 65 ILCS 5/10-2.1-18 as amended from time to time.

## **ARTICLE 11**

### **INDEMNIFICATION**

The parties agree that officers will be indemnified in accordance with 65 ILCS 5/1-4-6 of the Illinois Municipal Code as amended from time to time.

## **ARTICLE 12**

### **SENIORITY**

#### **Section 12.1 – Definition of Seniority**

Departmental Seniority is defined as an employee's length of full-time service as a police officer excluding any unpaid leaves of absence. City Wide seniority is defined as an employee's length of full-time service as an employee of the City of Wheaton excluding any unpaid leaves of absence.

## **Section 12.2 – Application of Seniority**

Departmental Seniority shall be used in determining salary placement, layoffs, and shift bidding, overtime and extra ordinary assignments and in determining vacation preferences. Seniority shall also be used in the annual shift bidding described herein.. City wide seniority shall be used in all other cases where seniority or years of service are referred to in this contract. (i.e. vacation, comp. time and sick leave accrual).

## **Section 12.3 – Termination of Seniority**

Subject to any appeal right an employee may have under Article 20 and 21 (Discipline and Grievance Procedure), seniority and the employment relationship shall be terminated for all purposes if the employee:

- Quits
- Is discharged (for just cause for an employee who has successfully completed the probationary period);
- Retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- Falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence or employment which has been approved in advance by the Police Chief);
- Fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- Is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) business days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;

- Is laid off for a period in excess of three (3) years;
- Does not perform work for the City for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights.

## **ARTICLE 13**

### **SAFETY ISSUES**

#### **Section 13.1 – Safety Committee and Equipment**

The Chief of Police shall appoint a designee(s) to represent him in meetings with the Chapter to discuss safety and equipment issues.

Any report or recommendation which may be prepared by the Chapter or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Chapter.

#### **Section 13.2 – Disabling Defects**

Any employee who has reasonable belief that any equipment he/she is required to use is defective shall report the suspected defect to his/her immediate supervisor, and the immediate supervisor will take whatever action he/she deems necessary.

#### **Section 13.3 – Cell Phone Usage**

Cellular telephones may be used during working hours only for City business purposes or for personal calls (made or received when necessary). Personal cell phones or pagers damaged or destroyed on the job will not be replaced or paid for by the City.

Employees may choose to use their personal cellular telephones in the course of performing their job duties. The City shall not be required to pay any costs related to cell phones that are not issued by the City.

If a cell phone call is required while driving, the employee shall use hs/her cell phone in accordance with the applicable State law.

## **ARTICLE 14**

### **BULLETIN BOARDS**

#### **Section 14.1 – Bulletin Boards**

The City will make available space on a bulletin board for the posting of official notices of a non-political and non-inflammatory nature. The bulletin board will not be in public view, and the Chapter will limit the posting of notices to said bulletin board. The Chapter will provide a locking bulletin board approved by the employer, both parties will have keys to this board.

## **ARTICLE 15**

### **PERSONNEL FILES**

#### **Section 15.1 – Personnel Files**

The employer will comply with all provisions and requirements of the Illinois Personnel Records Review Act (820 ILCS 40/1).

## **ARTICLE 16**

### **GENERAL PROVISIONS**

#### **Section 16.1 – Right to Examine Records**

The Chapter or a representative of the Chapter shall have the right to examine time sheets or other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, during the regular business hours of the administration division of the City, with the employee's consent.

## **Section 16.2 – Replacement/Repair of Personal Property**

The Employer agrees to repair/replace as necessary an officer's eyeglasses, watch, contact lenses and prescription sunglasses if such are damaged or broken while being worn by the officer during the course of the employee's duties while the employee is required to exert physical force or is attacked by another person. Incidents are to be documented, in writing, with the employee's immediate supervisor. The Employer's obligation under this clause is limited to \$100.

## **Section 16.3 – Inoculation and Immunization**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of the employee's family and, medically directed follow-up procedures, when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said diseases in the line of duty. The inoculations and shots will be performed by the City's designated physician and only in those instances where the City's designated physician recommends such an inoculation or immunization.

## **Section 16.4 – Employee Mail**

The Employer shall not open mail addressed to an employee which is either clearly personal mail or mail addressed to the Chapter or any of its members.

## **Section 16.5 – Mail**

The Chapter shall be permitted to maintain a mailbox within the Police Department for the purpose of receiving mail and/or correspondence directed to the Chapter. The City reserves the right to determine the location of the mailbox. The Chapter shall be permitted access to bargaining unit mailboxes for the distribution of official MAP business, by receiving authorization from the on-duty commander.

## ARTICLE 17

### **OUTSIDE EMPLOYMENT**

#### **Section 17.1 – Written Approval**

Officers may not be employed in any other capacity without the written approval of the Chief.

- A. Officers wishing to hold outside jobs must first apply in writing to the Chief for approval.
- B. Outside work is defined as any gainful employment other than the performance of official duties including, but not limited to, self-employment, working for another employer in the management, operation or direction of a private business for profit, including, any direct or indirect financial interest in any such business.

#### **Section 17.2 – Definition of Outside Employment**

Outside work shall be permitted by the Chief to the extent that it does not prevent employees from devoting their primary interest to the accomplishment of their work for the City or tend to create a conflict between the private interests of the officer and the officer's official responsibilities:

- A. An officer shall not be permitted to perform outside work:
  1. Which requires the wearing of the uniform. The carrying of a weapon shall be allowed for the purposes of secondary employment situations on a case by case basis by the Chief of Police and shall not be unreasonably denied;
  2. Which is of such nature that it may be reasonably construed by the public to be an official act of the City or the Police Department thereof;
  3. Which involved the use of City facilities, equipment and supplies of whatever kinds;
  4. Which requires the use of official information not available to the public;
  5. Which might encourage on the part of members of the general public a reasonable belief of a conflict of interest;

6. Which requires more than 20 hours of work per week;
7. Which would tend to influence the exercise of impartial judgment on any matter coming before the officer in the course of the officer's official duties;
8. Which would involve work which the officer would be expected to do as part of his/her regular duties; or
9. Which involved management of a business closely related to the official work of the officer.

### **Section 17.3 – Requests for Outside Employment**

All requests for outside employment, whether approved or disapproved, shall be forwarded to the Director of Human Resources to be placed in the employee's personnel file. Such requests for outside employment will not be unreasonably denied.

### **Section 17.4 – Violations**

Violation of this Article may be cause for termination or other disciplinary action.

## **ARTICLE 18**

### **DISCIPLINE, ELECTION OF REVIEW/APPEAL, AND DRUG AND ALCOHOL TESTING**

#### **Section 18.1 – Uniform Peace Officers Disciplinary Act**

Officers shall be afforded the protections of the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1) as amended from time to time. Whenever officers are subjected to interview, interrogation or questioning, in either written or oral form, concerning an alleged violation of departmental rule, regulations, policies or procedures and the officer reasonably believes that disciplinary action consisting of suspension, loss of pay, demotion or termination will occur, the officer shall have the right to request the presence of a Metropolitan Alliance of Police representative.

In conducting investigations into alleged violations of department rules, regulations, policies or procedures, of a non-criminal nature, the Police Department shall provide the affected employee

with formal written charges which allege violations of rules, regulations, policies or procedures or other legitimate reasons.

In the event of a formal interrogation (as that term is defined in the Uniformed Peace Officer's Disciplinary Act), the employee shall be entitled to the presence of a Metropolitan Alliance of Police attorney. During any questioning covered by this Section, an officer shall have a reasonable period of time to obtain such representation. An affidavit signed by the complaining witness shall be provided to the affected officer after a decision has been made by the employer whether or not to proceed with disciplinary action.

#### **Section 18.2 – Non-Disclosure**

No bargaining unit member shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) except as such disclosure may relate to or concern secondary employment, an officer's personal weapon, or obligation of public officials to make financial disclosures, unless such information is necessary in investigation of the performance of the officer's official duties or unless such disclosure is required by applicable law.

#### **Section 18.3 – Photo Dissemination**

No photo or name of an officer under investigation shall be made available to the media prior to a conviction for criminal offense or prior to a decision by the Board of Police and Fire Commissioners or an Arbitrator's award being issued, unless such disclosure is required by law.

#### **Section 18.4 – Chapter Representation**

The employee, upon request, shall be afforded reasonable time to obtain a Chapter representative for informal inquiries, and either a Chapter representative or legal counsel for formal interrogations. Unless there are exigent circumstances, officers will receive at least 24

hours notice of informal inquiries. The officer may have Chapter representation at such meetings, but the meetings will not be delayed to obtain such representation.

### **Section 18.5 – Employee Chemical (DRUG AND ALCOHOL) Testing:**

A. **Prohibitions.** Employees are prohibited from:

1. Being under the influence of alcohol or illegal drugs during the course of the workday;
2. Failing to report to their supervisor any *known adverse* side-effects of medication or prescription drugs they are taking; and
3. Consuming, possessing, selling or purchasing illegal drugs at any time, unless done as part of the affected officer's duties and assignments.

B. **Type of Testing.** Officers may be tested for possible drug or alcohol abuse whenever there is reasonable suspicion of alcohol or drug abuse, or following an accident involving a City vehicle if: 1) the accident involved a fatality; or 2) the officer received a citation for a moving traffic violation arising from an accident that included: a) injury requiring medical treatment away from the scene of the incident; or b) any vehicle was towed from the scene.

C. **Order to Take Test.** The City shall provide the employee within a reasonable time after any order to submit to testing a written notice of the facts or inferences upon which the City based its conclusion of reasonable suspicion if the test is based upon reasonable suspicion (such order shall contain a factual basis). An employee shall have a reasonable period of time to consult with a Chapter representative or MAP counsel prior to any questioning. Refusal to comply with the order to submit to testing may subject the officer to discipline, but the taking of the test shall not operate to waive any objections or rights the officer may have.

No employee shall be subject to any adverse employment action except temporary reassignment or relief from duty with pay until the City has received the results of the test. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

D. **Tests to be Conducted.** The City shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The City shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing.

Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.

E. **Results.** As to drug testing, the City shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the City from the laboratory or hospital facility shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .02 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive, the City shall bear the burden of proof of establishing the concentration less than .02 indicate the officer is under the influence in violation of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the City.

F. **Right to Contest.** The Chapter and/or the officer shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Chapter.

G. **Voluntary Requests for Assistance.** No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign or place the employee on paid time-off options until such paid time off has been exhausted, thereafter the employee shall be placed on an unpaid leave of absence as circumstances may warrant, if the employee is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE**

#### **Section 19.1 – Definition**

A grievance is defined as a dispute or difference of opinion raised by an employee or the Chapter against the City involving an alleged violation of an express provision of this Agreement. The parties acknowledge that the City of Wheaton's Police and Fire Commission have certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce reasonable rules and regulations, except that disciplinary actions

will be processed, reviewed, and imposed by the Chief of Police or his designee and appealed solely through the Labor Agreement's Article 19, Grievance Procedure.

The parties agree that the Chief of Police or designee shall have the right to suspend a non-probationary Officer and/or dismiss a non-probationary Officer for just cause.

Neither the Police Chief nor the City or their agents will review, process, present, impose or file charges asking the Police and Fire Commission to impose, review or process discipline on any bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or designee.

The decision of the Police Chief or the Chief's designee with respect to the suspension or termination action shall be deemed final, subject only to the review and appeal of said decision through Article 19 Grievance Procedure. No relief shall be available from the Police and Fire Commission with respect to any matter appealed through the grievance procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

### **Section 19.2 – Procedure**

A grievance filed against the City shall be processed in the following manner:

**Step 1** - Any employee and/or Chapter representative who has a grievance shall submit the grievance in writing to the employee's immediate supervisor specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) days from when the grievant, through normal diligence, should have become

aware of the occurrence. The immediate supervisor shall render a written response to the Grievant within seven (7) days after the grievance is presented.

**Step 2** - If the grievance is not settled in Step 1 and the employee or the Chapter wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police within seven (7) calendar days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Chief or his designee(s) shall investigate the grievance and if he deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Chapter, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or his designee(s) shall provide a written answer to the grievant or to the Chapter within seven (7) calendar days of the receipt of the grievance at Step 2. If a settlement is reached it shall be reduced to writing and signed by the parties.

**Step 3** - If the grievance is not settled in Step 2, and the grievant or the Chapter desires to appeal, it should be referred in writing to the City Manager within seven (7) calendar days after receipt of the Chief's response in Step 2. Thereafter, the City Manager or his designee(s) shall meet with the grievant and a representative of the Chapter, if requested by the grievant, within 15 business days, and discuss the grievance. The City Manager shall submit a written answer to the Chapter or employee within ten (10) calendar days following the meeting.

**Step 4 - Arbitration** - If the grievance is not settled in Step 3 and the grievant or the Chapter wishes to appeal the grievance, it may refer it to arbitration, as described below,

within fifteen (15) calendar days of receipt of the City Manager's written answer provided in Step 3.

- A. The parties shall attempt to agree upon an arbitrator. In the event that the parties are unable to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral to arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. A coin flip shall be decided to determine who has the first right to strike a name from the list. The arbitrator shall be notified of his/her selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the employer and Chapter representative. More than one grievance may be submitted to the arbitrator where both parties so mutually agree in writing.
- B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, the Chapter and the employees covered by the Agreement.
- C. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and the Chapter; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties whichever is later.
- E. In any arbitration in which an employee has grieved a pay step denial, the burden of proof for the employee shall be that the City's denial of the pay step was arbitrary and capricious.

### **Section 19.3 – Miscellaneous**

- A. No grievance will be processed or entertained if it is not submitted in writing to the employee's immediate supervisor within seven (7) days of the occurrence of the

event giving rise to the grievance or when the employee, through reasonable diligence, should have become aware of such occurrence.

- B. The time limits for responding to grievances will be extended in the event of the unavailability of the appropriate supervisors; otherwise, if the City, or any of its representatives, fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The City must, however, provide a written response at Step 3.
- C. All grievance discussions and investigations shall take place in a manner which does not interfere with the City operations. If mutually agreed upon times occur during an employee's duty shift, the officer shall be allowed to attend such meeting without loss of pay. Employee's attendance at such meetings shall not occasion the payment of overtime.
- D. More than one grievance may be submitted to the same arbitrator, upon mutual agreement of the parties.

## **ARTICLE 20**

### **HOURS OF WORK AND OVERTIME**

#### **Section 20.1 – Purpose of Article**

This Article is intended only as a basis of calculating overtime and overtime payments.

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle.

#### **Section 20.2 – Annual Shift Bidding Procedure**

The City shall continue to post the work schedules showing the shifts, workdays, and work hours to which bargaining unit members are assigned. The City shall continue to post three (3) deployment periods at a time provided, however, that the posting of the third deployment period can be delayed by up to two weeks as the result of circumstances beyond the City's control (e.g., it is unknown when an employee will return from an extended leave). Previously posted deployment periods may not be changed from period-to-period. Work schedules for twelve (12)

hour shift officers shall be distributed annually but no later than sixty (60) days before the start of the calendar year.

Once the deployment periods have been posted, if an officer works on a scheduled day off (other than as the result of a voluntary shift trade), the officer shall receive overtime pay.

Officers will be afforded twenty four (24) hours' notice prior to canceling assigned extraordinary work assignments; otherwise, the officer will be paid for the assigned shift.

### **Section 20.3 – Work Schedules**

The City shall continue to post the work schedules showing the shifts, workdays and work hours to which bargaining unit members are assigned. Officers will be afforded twenty four (24) hours notice prior to canceling assigned extraordinary work assignments; otherwise, the officer will be paid for the assigned shift(s).

### **Section 20.4 – Hours of Work**

Except as provided elsewhere in this Agreement, an employee's normal work day hours shall generally consist of eight (8) consecutive hours of work or twelve (12) consecutive hours of work. Each eight (8) hour work day shall be interrupted by a thirty (30) minute paid lunch and two fifteen (15) minute breaks. Each twelve (12) hour work day shall be interrupted by a forty-five (45) minute paid lunch and three fifteen (15) minute breaks. Failure to secure said breaks as a result of work load shall not occasion the payment of overtime.

### **Section 20.5 – Overtime Compensation**

All hours worked in excess of 166 hours in a 28-day work cycle and any hours worked outside of scheduled work day or on scheduled days off shall be paid at the rate of time and a half the employee's regular hourly rate of pay. Overtime shall be paid in 15-minute increments or a major portion thereof.

It is agreed by the parties that the normal workday of 8 hours and 20 minutes will be counted toward the 166 hour-28-day work cycle. The 20 minutes preparation pay will only be counted toward the 166 hours for actual hours worked and not when the officer uses a paid day off (e.g., vacation, holiday, comp. time).

For employees assigned to an 8-hour shift, preparation time will continue to be counted on all days worked including attendance at school and/or seminars, etc. There shall be no preparation time for employees assigned to a 12-hour shift, and such employees shall not begin their work day prior to the start of their shift without prior authorization from their supervisor. In accordance with past practice, recruits assigned to basic police academy training and personnel assigned to overnight training and/or schools will not be eligible for preparatory pay.

It is agreed by the parties that for officers assigned to 12-hour shifts, the normal workday of twelve (12) hours will be counted toward the 166 hour/28-day work cycle. The Supervisor shall ensure one (1) ten (10) hour day per 28-day period. The Supervisor shall use minimum staffing numbers, as determined by the Chief, and the employee's input to schedule the ten (10) hour day.

#### **Section 20.6 – Required Overtime**

The Chief or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee (s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected for special assignments based on specific skills, ability and experience they may possess.

### **Section 20.7 – No Pyramiding**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

### **Section 20.8 – Court Time**

Any employee, who would otherwise be off duty, and who then appears in court on behalf of the City, as a result of his duties as a police officer or when preparing for a case in court while in the presence of a prosecuting attorney, shall be paid the minimum of three (3) hours for each court appearance.

In recognition of the employee's stand-by for court, each employee covered by the terms of this Agreement shall receive twenty-four (24) hours of pay at straight time annually for the term of this Agreement. Such "stand-by" payment shall be made in the month of November and payable in a separate check.

### **Section 20.9 – Compensatory Time**

All employees covered by the terms of this Agreement shall have as their option the right to choose compensatory time off at the appropriate overtime rate in lieu of payment. Compensatory time off may be accumulated to ninety-nine (99) hours (computed by applying time and one half to sixty-six (66)). Compensatory time off shall be granted upon the employee's request, manpower allowing. Nothing in this section shall be construed so as to prevent the use of compensatory time when requested with less than 24 hours' notice, manpower allowing. No more than one time per year, an employee may submit a request to cash out accrued, unused compensatory time due to special circumstances. Such requests will be considered by the Chief or his designee on a case-by-case basis.

## **Section 20.10 – Overtime Hours**

All compensated hours, except disciplinary leave shall be considered as hours worked for the purpose of computing overtime (i.e. funeral leave, holidays, vacation, personal leave, sick time, comp time off).

## **Section 20.11 – Call-Back**

Employees who are called in to work, other than holdovers, and are required to work beyond their normal schedule shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at their normal rate of pay.

## **Section 20.12 – Extraordinary Details**

Where practicable, the City will post notice of opportunities for extraordinary details (those details arranged through the Police Department) by 3:00 p.m. of the day the Department becomes aware of the opportunities.

## **Section 20.13 – Bilingual Pay**

The City will provide an annual stipend of \$700.00 to bilingual officers. The City reserves the following rights:

1. To determine whether the officer is in fact bilingual;
2. The number of officers who may receive the stipend in any given year; and
3. To determine which languages qualify for the stipend

The City will exert its best efforts to ensure that the selections of such officers shall be done in a consistent manner.

## **Section 20.14 – Officer in Charge Pay**

An officer acting as an Officer-in-Charge shall receive one and one half (1 ½ ) hour of pay at the overtime rate for each 12-hour shift if the officer acts as the OIC for at least six (6) hours of

the shift. An officer acting as an Officer-in-Charge shall receive one hour of pay at the overtime rate if he/she is assigned as an OIC for four (4) hours or greater but less than six (6) hours. The OIC shall not be included as regular manpower for purposes of minimum staffing. Qualified OICs shall pick their shift assignments separately from other officers to ensure an equal distribution of OICs across shifts.

## **ARTICLE 21**

### **LEAVES**

#### **Section 21.1 – Bereavement Leaves**

Bereavement leaves up to 24 hours per incident may be granted with pay due to a death in an employee's immediate family when approved by the Chief and the Director of Human Resources. Requests for such leave must be submitted to the Chief, in writing, prior to the use of any such leave unless it is impossible to do so.

- A. Requests for bereavement leave are not granted automatically, but shall be granted after proper notification of the department has been made.
- B. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, aunt, uncle, mother-in-law, father-in-law, grandchildren, grandparents-in-law daughter-in-law, son-in-law, brother-in-law or sister-in-law, niece, nephew, and step-children of the employee or any other person dependent upon the employee's care.

#### **Section 21.2 – Jury Duty**

Any employee who is required to appear for or serve on a jury shall receive his/her regular pay and benefits while so serving, provided that the employee remits to the City any compensation the employee receives for jury duty.

#### **Section 21.3 – Injury Leave**

Any employee covered by this Agreement who sustains an injury arising out of or in the course of his employment shall be afforded the protection set forth in 5 ILCS 345/1. Any employee

sustaining an accident or injury must immediately report the accident or injury to the employee's immediate supervisor.

#### **Section 21.4 – Maternity Leave**

The parties agree that the City and the Union will follow all state and federal laws regarding maternity leave, as those laws may be amended from time to time. Violations of this Section 21.4, shall not be subject to the grievance and arbitration provisions of this Agreement, and may be pursued in the court or administrative forum holding appropriate jurisdiction.

#### **Section 21.5 – Military Leave**

Military leave shall be afforded to affected employees in accordance with applicable laws, regulations, federal, state, county and local as amended.

### **ARTICLE 22**

#### **SICK LEAVE**

##### **Section 22.1 – Accumulation**

Employees shall be credited with eight (8) hours of sick leave for each full month of service. Such days may accumulate to a maximum of 800 hours.

Current employees with greater than 800 accrued hours will maintain that balance as their maximum allowed. See Appendix A for grandfathered employees. The maximum sick balance limit shall be determined as of the first of the month following City Chapter approval of this Collective Bargaining Agreement. As sick time is used, the grandfathered employee's maximum balance may decrease to the 800 hour maximum balance. Sick days accrued above the employee's established maximum balance shall be utilized first.

Sick days above 800 hours or above the maximum allowed for grandfathered employees will be accrued at four (4) hours per month. Sick leave days shall be credited annually as follows:

- one-half (1/2) days per accrued sick day over that employee's specific accrual maximum into a 457 deferred compensation plan.
- one-half (1/2) days will accrue in a special bank for sick leave use purposes only up to one hundred and fifty (150) days.
- The 12 month period will run from November 1 through October 31.

Employees shall receive no more than fifty (50) of the accrued sick leave days paid out into a 457 plan upon retirement unless their established maximum balance is greater than eight hundred (800) sick leave hours.

### **Section 22.2 – Sick Leave Use**

Sick leave shall not be considered a privilege which an employee may use at the employee's discretion, but shall be allowed primarily in the event of actual sickness or disability of the employee. Sick leave may also be granted to meet medical or dental appointments which cannot reasonably be scheduled during non-working hours, and in the event of an illness or injury of an immediate family member which requires the presence of the employee. Use of sick leave for the care of an immediate family member shall be in compliance with FMLA requirements.

Department heads or their designee may send an employee home on sick leave if, in the opinion of the department head or designee, the employee appears ill and/or is unable to perform the assigned duties and threatens the health of other employees.

### **Section 22.3 – Sick Leave Requests**

Immediately upon return to work, employees must submit a Request for Sick Leave form to the appropriate supervisor.

### **Section 22.4 – Physician's Certificate/Physical Examinations:**

- A. The Chief or his designee(s) may require a physician's certificate, at the employee's cost, as a condition of granting sick leave of any duration.

- B. The Chief may require an employee who is off on sick leave for more than five (5) consecutive days to submit the Department of Labor forms for Certification of Health Care Provider under the FMLA. (Currently, forms WH-380-E for employee or WH-380-F for family). In the event the employee does not return to work within the time frame established by the physician, the Chief may require the employee to have the physician's certificate updated at the employee's cost in accordance with the FMLA certification requirements.
- C. The Chief may also require an employee to submit to a complete Fitness for Duty physical by a physician designated by the City when, in the Chief's judgment, the performance of the employee has become seriously limited or weakened by virtue of impaired health. The cost of such an examination shall be the responsibility of the City. The Chief shall give the reason for the examination, in writing, at the time he issues the Order.

#### **Section 22.5 – Retirement**

Employees who retire after twenty (20) years of service or are eligible to receive full pension benefits, are entitled to a payment including unused sick days at a rate of one-half (1/2) day per accrued day of sick leave, unused compensatory time, unused vacation time and Retirement pay. If the employee retires with 30 or more years of service, the payment shall be made into the ICMA-RC Retirement Health Savings plan; if the employee retires with at least twenty but less than 30 years of service or is otherwise eligible to receive full pension benefits, the payment shall be made in cash.

#### **Section 22.6 – Family Medical Leave Act**

The City's policy on the FMLA shall be in effect for all employees covered by this agreement as described in City Policy, Chapter 4 as it existed on the effective date of this agreement. The FMLA laws as amended from time to time shall supercede the City policy.

#### **Section 22.7 – Employee Health Leave Bank**

Employees covered by this agreement shall have all the privileges and rights as described in the City's Employee Health Leave Bank as it existed on May 1, 2007.

### **Section 22.8 – Sick Leave Buy Back**

If an employee desires, a maximum of sixteen (16) sick leave hours can be bought back in any calendar year according to the schedule below. Payment shall be at the employee's present rate of pay. The number of hours the employee buys back will then be deducted from the unused sick leave earned and any remaining days will accumulate with those of previous years.

No. of Sick Leave Hours Used in 12-Month Period	No. of Hours Eligible For Buy-Back
0 - 24	16
24.1 – 32	12
32.1 – 40	8
40.1 – 48	4
48.1 – 96	0

Employees will be required to notify the Chief in writing by November 10 of each year if they wish to participate in the program. The Chief will then process a Personnel Action Form requesting the additional compensation. Employees will receive their buy back payment with their paycheck on or around December 10.

An employee may also convert sick leave to personal leave in accordance with City policy.

For purposes of determining the number of sick leave hours used in a year, the 12-month period will run from November 1 to October 31. New employees are required to wait until November 1 after their hiring date before becoming eligible for this program.

## **ARTICLE 23**

### **RESTRICTED DUTY POLICY**

#### **Section 23.1 – Restricted Duty Policy**

Employees who are on a physical or mental disability or have suffered an injury or illness on or off duty and cannot perform all the required and normal tasks of their position may be placed on restricted duty.

The City may require an employee who is on sick leave or Worker's Compensation leave to return to work in an available restricted duty assignment.

- A. The determination of whether a restricted duty Assignment exists shall be made by the City Manager upon recommendation of the Chief of Police. The Chief may demonstrate the need of such an assignment in writing to the Director of Human Resources, who will then consult with the City Manager.
  - 1. Under no circumstances will an employee perform restricted duty without a written medical opinion from the officer's physician stating that the employee is able to return to work and perform restricted duty without significant risk that such return to work will aggravate any pre-existing injury.
  - 2. Under no circumstances will an employee perform restricted duty longer than a one (1) year period.
- B. Nothing in this policy shall be construed to require the City to create restricted duty assignments for an employee, except as required by applicable law (e.g. pregnancy). Employees will only be assigned to restricted duty assignments when the City determines that the need exists and only as long as such need exists.
- C. The City shall determine the work hours of the restricted duty assignment.

## **ARTICLE 24**

### **PERSONAL LEAVE HOURS**

#### **Section 24.1 – Personal Leave Hours**

Full-time employees are entitled to eight (8) personal leave hours each fiscal year, subject to the following conditions:

- A. A new employee must work at least six (6) months before taking a personal day; and
- B. An employee who does not use the personal leave by the end of the fiscal year will receive pay for the day if the employee has been refused the opportunity to use the day.
- C. Personal leave must be used in a single 8-hour block and may not be split across multiple shifts.

D. Employees who request a personal day off with at least 48 hours advance notice shall have the request granted, provided there is sufficient man power to work the shift in question. Such requests shall not be unreasonably denied.

## ARTICLE 25

### VACATION ACCRUAL

#### Section 25.1 – Vacation Accrual

Members of the bargaining unit shall accrue vacation according to the following conditions:

- A. During the first four (4) calendar years of service, employees are eligible for 80 hours of vacation.
- B. Beginning with the fifth (5th) year of service, employees are eligible for 120 hours of vacation per year.
- C. After the fifth year of employment, employees accrue an additional 8 hours of vacation for each year of service, but not to exceed eighty (80) such additional hours.
- D. For the purpose of determining vacation eligibility, the employee's date of employment, not the calendar year, controls.
- E. No employee may use any vacation time until he or she has completed six (6) full months of consecutive full-time employment.
- F. Unless authorized in writing by the City Manager, no employee can accrue more than two years of vacation time at their then-present accrual rate.
- G. The scheduling of all vacation days is subject to the prior approval of the Chief or his designee (s), and such schedules are subject to the work requirement of the Department.
- H. Vacations shall normally be scheduled in advance, and shall consist of a minimum of five (5) days, or a minimum thirty-six (36) hours (thirty-four (34) hours if one of the days is the employee's 10-hour shift) for twelve (12) hour shift employees. However, an employee may request to use vacation one day at a time, such requests must be approved by the Chief of Police or his designee, and such request shall not be unreasonably denied.

## **Section 25.2 – Vacation Scheduling**

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's length of continuous service with the Department in a sworn position, provided an employee has submitted his/her vacation request for the upcoming "Vacation Year" between November 15 and December 15 of the prior year.

For the purpose of submitting vacation requests only, the "Vacation Year" shall be from January 1 through December 31. An employee's vacation requests for the upcoming Vacation Year should be submitted between November 15 and December 15 of the prior year. During the fifteen day period immediately preceding the start of a new Vacation Year, the City will attempt to resolve conflicts among vacation requests submitted between November 15 and December 15 of the prior year for such vacation year on the basis of employee seniority. Employees will normally be notified of the status of such vacation requests by January 1 of the new Vacation Year. Vacation requests during the bidding process only (between November 15 and December 15 of the prior year) must be bid in minimum blocks of three (3) consecutive work days or twenty-four (24) consecutive hours for twelve (120 hour shift employees. Twelve (12) hour shift employees may also bid in blocks of twenty-two consecutive hours, but only if the bid includes the day of their ten-hour shift assignment.

Vacation requests which are received on or after December 15 will be considered in the order in which received, regardless of length of service with the Department, and employees will be notified of the status of such requests as soon as possible, no later than fourteen (14) days after such request is submitted. Approved vacations will not be arbitrarily and unreasonably canceled by the City.

Notwithstanding the foregoing, it is expressly understood that the maximum number of employee(s) who may be on vacation at any time shall be per past practice per shift, unless more are Authorized by the Chief of Police or his designee upon written request by an officer.

The City may, in its discretion designate a maximum of one week up to two times per calendar year as a "blackout" period when no vacations will be scheduled but not until after the first vacation selection is accomplished per this section, has been completed (i.e., after December 15th of each year). If the City designates two blackout periods, the first shall be during the first six months of the calendar year, and the second shall be during the second six months of the year.

## **ARTICLE 26**

### **HOLIDAY PAY AND WORK REQUIREMENTS**

#### **Section 26.1 – Holiday Pay**

The following are recognized as holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Friday following Thanksgiving
9. Christmas Day
10. Undesignated Holiday  
(For purposes of holiday pay,  
it is assumed that there are  
ten (10) holidays)

For the purposes of Holiday pay, it is assumed that there are ten (10) holidays. For twelve (12) hour shift employees, employees shall be paid eight (8) hours of holiday pay.

#### **Section 26.2 – Work Requirements**

In the event an officer does not work the scheduled day before, the day after or the day of the holiday itself, the officer may be required to provide satisfactory proof of illness or otherwise excused absence before receiving holiday pay. Employees shall receive a lump sum equal to 80 hours off as holiday pay. Employees shall receive their holiday pay in November of each year in

a separate check. Holiday pay shall be based upon the employee's salary at the time it is paid to the employees.

In the event that an employee ceases to be employed by the City after receiving such pay, the City may deduct from the employee's final salary an amount equal to any pay the employee has received for unearned holidays. In the event the City creates any additional City wide holidays in addition to the ten holidays listed above or any Christmas/New Year's bonus day(s), the members of the bargaining unit shall also receive the holiday or Christmas/New Year's bonus day at eight (8) hours per additional day.

Employees shall work all holidays when scheduled as part of the normal monthly departmental working schedule.

## **ARTICLE 27**

### **MISCELLANEOUS ECONOMIC BENEFITS**

#### **Section 27.1 – Shoot Pay**

The City's current performance bonus pay for above average monthly scores at the firing range shall remain in effect and unchanged during the term of this Agreement.

#### **Section 27.2 – Travel Pay**

Officers will be reimbursed for travel outside of the contiguous communities of the City of Wheaton for assigned training according to the following schedule:

- A. Daily meal expense [commuting] - \$14.50/day
- B. Daily meal expense (non-commuting with overnight lodging arranged by department) - \$30.00/day;
- C. Parking fees and tolls;
- D. Use of personal vehicle - Officers will be reimbursed at the maximum rate per mile allowed by the IRS;

E. When attending Basic Training, officers will receive:

1. Mileage for one round trip - Officers will be reimbursed at the maximum rate per mile allowed by the IRS;
2. Daily meal expense - \$14.50/day.

Officers will be reimbursed for training inside the City limits and its contiguous communities according to the following schedule:

- A. Daily meal expense - \$14.50.

### **Section 27.3 – Retirement Pay**

**TIER 1:** An employee who retires with 20 years or more of service (or eligible for full pension benefits) or departs due to award of a disability pension following a minimum of 15 years of full time service, is awarded a one-time retirement payment equivalent to 2 months pay. Retirement pay shall be paid out only once during an employee's lifetime, and retirement pay shall be based on the average monthly salary earned by the employee during the current fiscal year.

**TIER 2:** An employee, hired after 1/1/2012, and who retires with 20 years or more of service (or eligible for full pension benefits) or departs due to award of a disability pension following a minimum of 15 years of full time service, is awarded a one-time retirement payment equivalent to one (1) months pay. Retirement pay shall be paid out only once during an employee's lifetime, and retirement pay shall be based on the average monthly salary earned by the employee during the current fiscal year.

### **Section 27.4 – Educational Incentive**

Officers shall continue to be afforded the education incentive benefit set forth in the City's personnel manual.

## **Section 27.5 – Field Training Officer**

The City will provide one (1) hour's pay, at the straight time rate, or 1.5 hours pay at the straight time rate for twelve (12) hour employees, for each day an officer is assigned as a field training officer. For twelve (12) hour shift employees, the field training officer must perform as a field training officer for at least six (6) hours of the assigned twelve (12) hour shift. Non-designated field training officers will receive the above pay if the senior officer provides a satisfactory daily observation report.

## **ARTICLE 28**

### **UNIFORMS**

#### **Section 28.1 – Uniform Allowance**

All new employees will not receive a clothing allowance in their first two years of hire, however all required initial uniform and equipment purchases will be provided by the City of Wheaton.

Sworn officers shall be reimbursed up to six hundred seventy-five dollars (\$675.00), and investigators shall be reimbursed up to nine hundred dollars (\$900.00) for a uniform allowance. All unused uniform allowance in an employee's account shall be rolled over from year to year so long as the sum total does not exceed two (2) full years' allowance.

Employees shall be permitted to run a negative uniform allowance balance if they require new uniforms due to a special assignment or because their uniforms have been damaged in the ordinary course of service to the City. The Chief shall reserve the right to determine whether the additional uniform items are necessary. Upon separation from service for any reason, the City may demand the return of any or all uniform items. As long as the employees return the requested items,

employees who run a negative uniform allowance balance will not be required to reimburse the City for the negative balance.

### **Section 28.2 – Body Armor**

Employees may use some or all of the allowance to purchase soft body armor. If an employee elects to purchase soft body armor.

The City retains the right to establish a replacement schedule and select the type of armor to be worn and to determine where it is purchased (WITHIN INDUSTRY STANDARDS). In addition, the employee is required to wear body armor if it is purchased with City funds.

### **Section 28.3 – Uniform Cleaning Allowance**

Officers and detectives shall receive three hundred twenty-five dollars (\$325.00) per year toward a cleaning account from a City recognized vendor.

## **ARTICLE 29**

### **INSURANCE**

#### **Section 29.1 – Health Insurance**

The City will provide medical insurance benefits to Employees and their eligible dependents on the same basis as is provided to non-bargaining unit City employees except that the employee contribution amounts will be paid in accordance with the schedule listed below, but the annual employee contribution shall not increase by more than 15% in any one year. The amount will be paid through the pre-tax deductions available through the City (Flex Plan). The City reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools, PPO networks, medical providers, covered benefits, maximum limits, deductibles, and co-payments, so long as such changes apply equally to non-bargaining unit employees of the City.

### **PPO & HMO – Without Wellness Incentive**

	July 1, 2020	July 1, 2021	July 1, 2022
Single	18% of City's cost	19% of City's cost	20% of City's cost
Single + 1	18% of City's cost	19% of City's cost	20% of City's cost
Family	18% of City's cost	19% of City's cost	20% of City's cost

### **PPO & HMO – With Wellness Incentive**

	July 1, 2020	July 1, 2021	July 1, 2022
Single	14% of City's cost	15% of City's cost	16% of City's cost
Single + 1	14% of City's cost	15% of City's cost	16% of City's cost
Family	14% of City's cost	15% of City's cost	16% of City's cost

### **Section 29.2 – Dental Benefit**

Throughout the term of the Agreement and as long as the City continues to meet any minimum eligibility requirements for any dental plan offered, the City will make available, to covered employees, participation in any such dental plan offered. This shall include participation in any City subsidized dental plan that may be offered to City employees from time to time.

If an employee in the bargaining unit desires to participate in any such plan, the employee will have the opportunity to enroll/dis-enroll only during the same period as other City employees.

### **Section 29.3 – Retirement Health Savings Plan**

The City will agree to revise the RHS, or make pre-tax contributions to a qualified VEBA plan that is established by the Union, provided that the terms of any such plan comply with IRS requirements and that any such plan is funded out of compensation currently provided by this Agreement.

## **ARTICLE 30**

### **LIFE INSURANCE**

#### **Section 30.1 – Life Insurance**

Employees will be afforded a fifty thousand dollar life insurance plan.

## **ARTICLE 31**

### **DEFERRED COMPENSATION**

#### **Section 31.1 – Deferred Compensation**

Throughout the term of this Agreement and so long as the plans continue to be made available, the City will permit all employees in the bargaining unit to participate in the International City Management Association – Retirement Corporation (ICMA-RC) and/or the Public Employees' Benefit Services Corporation (PEBSCO) deferred compensation plan(s).

## ARTICLE 32

### COMPENSATION

#### **Section 32.1 – Salaries**

<b>Step</b>	<b>Current</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
<b>Start</b>	\$ 67,520.60	\$ 69,209.00	\$ 70,766.00	\$ 72,181.00
1	\$ 71,249.36	\$ 73,031.00	\$ 74,674.00	\$ 76,167.00
2	\$ 75,281.72	\$ 77,164.00	\$ 78,900.00	\$ 80,478.00
3	\$ 79,314.08	\$ 81,297.00	\$ 83,126.00	\$ 84,789.00
4	\$ 83,347.51	\$ 85,640.00	\$ 87,567.00	\$ 89,318.00
5	\$ 87,380.93	\$ 90,221.00	\$ 92,251.00	\$ 94,096.00
6	\$ 91,413.29	\$ 94,384.00	\$ 96,980.00	\$ 98,920.00
7	\$ 97,759.02	\$ 101,181.00	\$ 104,722.00	\$ 108,125.00

Officers shall proceed from one step to the above, provided they "meet expectations" on their yearly evaluations. Officers shall proceed to Step 7 only if they "exceed expectations" on their yearly evaluations. All wage increases shall be retroactive to May 1, 2020 on all compensated hours worked by members of the bargaining unit.

Department Training Officers shall receive \$4,500.00 annually above their regular base Step pay; or, may waive the stipend and receive overtime in accordance with Article XXII, Section 4.

Employees shall annually receive additional salary after meeting the following service requirements:

<b>After completing 14 years</b> \$1,000	<b>After completing 19 years</b> \$2,000
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#### **Section 32.2 – Detective and School Liaison Pay**

Those officers who are Detectives or School Liaison Officers shall receive, in addition to their regular salaries a stipend of 1.25% of their base pay added to the officer's base salary. Officers shall be eligible for overtime in accordance with Article 20. School Liaison Officers

will not be eligible for holiday pay compensation provided for in Article 26. On non-holidays they are not required to work at school, they shall report to the police department for assignment.

## ARTICLE 33

### SAVINGS CLAUSE

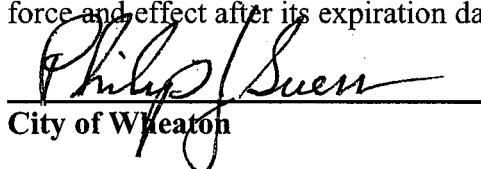
#### Section 33.1 – Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect.

## ARTICLE 34

### DURATION

This Agreement shall be effective as of the day after the contract is executed by the parties and shall remain in effect until April 30, 2023. The economic provisions of the contract will, unless provided otherwise herein, be retroactive to May 1, 2020. The Agreement shall continue in effect after May 1, 2023, unless notice of request to renegotiate is given in writing by either party no earlier than one hundred and twenty (120) days preceding. This Agreement shall remain in full force and effect after its expiration date while negotiations are continuing for a new agreement.

  
\_\_\_\_\_  
City of Wheaton

\_\_\_\_\_  
**Metropolitan Alliance of Police  
Chapter #699**

\_\_\_\_\_  
**Metropolitan Alliance of Police**

## Appendix A

### **Sick Leave Accumulation - Max Accrual Allowed \*\*Grandfathered Officers\*\***

EMPLOYEE	SICK DAY BALANCE PROJECTED AS OF MARCH 1, 2012
DIMAS	131.00
STELMAR	132.50